

# Exhibit A

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

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3 WORLD WRESTLING ENTERTAINMENT,  
4 LLC,

Plaintiff,

5 v.

23 Civ. 8371 (LGS)

23 Civ. 8324 (LGS)

6 PANINI S.P.A.,

Conference

7  
8 Defendant.

9 -----x

New York, N.Y.

10 September 25, 2023

11 11:00 a.m.

12 Before:

13 HON. LORNA G. SCHOFIELD,

14 District Judge

15 APPEARANCES

16 PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

Attorneys for Plaintiff

17 BY: GREGORY FREDERICK LAUFER

EMILY A. VANCE

18 BOIES, SCHILLER FLEXNER LLP

Attorneys for Defendant

19 BY: ERIC BRENNER

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1 quo, which means they have an extremely high burden, which is  
2 clear and substantial likelihood of success on the merits. I  
3 think one of the ways this case is very different than Vinci  
4 and many other cases is the course of conduct evidence.

5 They say we're supposed to do something on or by  
6 June 1st, they say we didn't do it, and they didn't say  
7 anything about it until August 25th. In fact, the evidence  
8 shows they praised us and said we're best in class in the  
9 interim. I think that speaks both to probability of success on  
10 the merits and why they can't show that and I think it speaks  
11 to irreparable harm. Whether they can show, as they must,  
12 because it's a mandatory injunction, a clear and substantial  
13 likelihood of success on the merits, the important thing to  
14 understand in thinking about this issue and why this course of  
15 conduct matters is that the contractual structure here is that  
16 the scope of the product line is developed collaboratively,  
17 with their buy in every step of the way.

18 At the beginning of each contract year -- and contract  
19 year is defined as 2022, defined as 2023 and so on -- we need  
20 to go to them, give them our development plans and get their  
21 buy in. That is Section 7(a) of the agreement. Before we  
22 bring any product, specific product to market, we need to go to  
23 them with the specifics of what we are doing and make sure they  
24 are signed off, that's A(2)(b) in the standard terms and  
25 conditions. And then once we are actually selling things, we

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1 need to tell them exactly what's on the market, what we have  
2 sold for the quarter, what the net sales are, what the gross  
3 sales are.

4 THE COURT: So of all that, what actually happened?

5 MR. BRENNER: What actually happened, as  
6 Mr. Kazmierczak tells us in the declaration, at the beginning  
7 of 2022, we went to them with our plan, with our product  
8 release calendars. It didn't have the things they say it was  
9 supposed to have, there was no objection. We had weekly calls,  
10 submissions of approvals, tell them what products, we give them  
11 quarterly updates on performance of the products, the sales  
12 figures and unit shipping numbers. Complete transparency every  
13 step of the way. It is no mystery what we are doing; there's  
14 no mystery what we're not doing.

15 THE COURT: What about the games and digital playing  
16 cards, has there been any discussion about that?

17 MR. BRENNER: There was no discussion, because it was  
18 not in our plans that they signed off -- again, we go to them,  
19 we have to go to them at the beginning of the year. Again, if  
20 you look at Section 7(a) of the agreement, we have the  
21 obligation to tell them. This is collaborative. We don't get  
22 to decide anything unilaterally.

23 On the waiver point, in their brief, all they said  
24 was, these are uniformly enforced and they cite the Optima  
25 case. But if you look at what it says in the Optima case, it

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1 what's happening?

2 MR. BRENNER: I don't know all the specifics, your  
3 Honor, so I don't want to speak in detail. Certainly, their  
4 position is the contract is terminated; our position is that  
5 the contract isn't validly terminated. So I think we're at a  
6 bit of loggerheads.

7 THE COURT: Right.

8 MR. BRENNER: Again, to be clear, they have this line  
9 in their brief, they are hostage to Panini's lack of quality  
10 control. That's just not our position at all, right. Our  
11 position is the contract remains in force. We have a parallel  
12 case we brought where we say that.

13 THE COURT: I understand.

14 MR. BRENNER: So we respect all of the quality control  
15 provisions, all of the approval provisions. We're not going to  
16 go rogue. There's no possibility of that.

17 THE COURT: As I understand it, there hasn't been any  
18 suggestion that there is something lacking in the quality of  
19 the product, other than the fact that you are just not  
20 authorized to do it, in their view.

21 MR. BRENNER: Correct. They routinely complimented  
22 us, as the declaration says in paragraph 17, they describe us  
23 as best in class, they told us we tripled their business  
24 compared to the prior licensee. So everything is opposite,  
25 they praise us for the work we're doing.